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*Attorneys for Plaintiff Izor and all others similarly situated*

(Additional counsel appearing on signature page)

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

|  |   |                                       |
|--|---|---------------------------------------|
|  | ) |                                       |
| <b>PAUL IZOR</b> , individually and on behalf of all | ) | Case No. 4:19-cv-01057-HSG            |
| others similarly situated,                           | ) |                                       |
|  | ) |                                       |
| <i>Plaintiff,</i>                                    | ) |                                       |
|  | ) | <b>STIPULATION AND ORDER OF FINAL</b> |
| v.   | ) | <b>JUDGMENT</b>                       |
|  | ) |                                       |
| <b>ABACUS DATA SYSTEMS, INC.,</b>                    | ) |                                       |
|  | ) |                                       |
| <i>Defendant.</i>                                    | ) |                                       |
|  | ) |                                       |
|  | ) |                                       |
|  | ) |                                       |

The Court having granted final approval to the Settlement Agreement, Plaintiff Paul Izor and Defendant Abacus Data Systems, Inc. hereby stipulate to and request that the Court enter Final Judgment as follows:

1. Immediately upon entry of this Final Judgment by the Clerk, this action shall be closed according to the Court's standard practices.

2. The Settlement Agreement is approved as fair, reasonable, and adequate as to, and in the best interests of, Settlement Class Members; the Parties and their counsel are directed to implement and consummate the Agreement according to its terms and provisions; and the Agreement is declared to be binding on, and have preclusive effect on all pending and future

1 lawsuits or other proceedings maintained by or on behalf of Representative Plaintiff and the  
2 Releasing Parties.

3 3. The Parties are hereby directed to take all actions required under the terms and  
4 provisions of the Settlement Agreement.

5 4. To the extent permitted by law and without affecting the other provisions of this  
6 Final Judgment, this Final Judgment is intended by the Parties and the Court to be *res judicata*,  
7 and to prohibit and preclude any prior, concurrent or subsequent litigation brought individually, or  
8 in the name of, and/or otherwise on behalf of the Settlement Class Members with respect to any  
9 and all claims, rights, demands, actions, causes of action, suits, debts, liens, contracts, liabilities,  
10 agreements, costs, expenses or losses arising out of or relating to the claims released under the  
11 Settlement Agreement.

12 5. All persons who are Settlement Class Members are bound by this Final Judgment  
13 and are enjoined from instituting, maintaining, prosecuting, or enforcing, either directly or  
14 indirectly, any claims discharged by the Settlement Agreement.

15 6. The Court shall retain continuing jurisdiction over this action as to the following  
16 matters: (i) enforcement of the terms of the Settlement Agreement; (ii) issues relating to  
17 settlement administration; and (iii) enforcement of this Judgment, the Final Approval Order, and  
18 any order relating to attorneys' fees or class representative award.

19 7. This Action (including all individual claims and Settlement Class Member claims  
20 asserted therein) is hereby dismissed on the merits and with prejudice, without fees or costs to any  
21 Party, except as provided in the Settlement Agreement. No just reason exists for delay in entering  
22 this Final Judgment.

23 So Stipulated.

Respectfully submitted,

Dated: January 12, 2021

/s/ Rachel E. Kaufman

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*Class Counsel*

Dated: January 8, 2021

/s/ Esteban Morales

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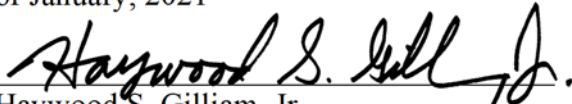
**ECF ATTESTATION**

I, Rachel E. Kaufman, attest that concurrence in the filing of this Stipulation has been obtained from the signatories above, counsel for Defendant. *See* L.R. 5-1(i)(3).

Dated: January 8, 2021

By: s/ Rachel E. Kaufman

1 **IT IS SO ORDERED**, this 12th day of January, 2021

2   
3 Haywood S. Gilliam, Jr.  
4 UNITED STATES DISTRICT COURT JUDGE  
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